## T-HANGAR LEASE AGREEMENT INDY SOUTH GREENWOOD AIRPORT

Sec. Deposit \$	
1st Month Rent \$	
Check #/Date	

This Lease Agreement (	tween the GREEN	de and entered into this day of WOOD BOARD OF AVIATION COMMISSIONE ("Tenant"):	RS,
possession of the following de	scribed premises: spa	eby leases to Tenant, and covenants to keep Tenant in quace located within the hangar area ("Hangar Area") of n County, Indiana, designated as	
HANGAR #	the " <b>H</b>	(angar")	
the Airport's adopted Rules ar	nd Regulations for th	langar shall be for the storage of aircraft in compliance we have Hangar Area, as amended from time to time, which he Hangar without Landlord's express prior written constitutions.	are
The following described	d aircraft is registered	to the Tenant, and authorized for storage in the Hangar:	
Make	Model	Registration Number	
1	nant purchases or leas	and is not reinstated within 120 days, this Agreement sless an aircraft different than the one registered above, Tenan occurrence.	
Landlord fully disclaims, and	d Tenant agrees to a	ept all facilities on the Airport premises on an "as is" baaccept such disclaimer, any warranty, either express purpose other than storage of aircraft.	
, and ending December succeeding terms of one year un	31,("Initial Tern less terminated under the Hangar unless and	ent shall be on an annual basis, commencing, n"). This Agreement shall be renewed automatically the terms of this Agreement. At the termination date, Ter d until a new lease agreement is entered into. Lease of	ant the

be considered a Default and shall entitle the Landlord to remove Tenant's possessions from the Hangar and pursue any and all remedies as set forth in Section 14 of this Agreement.

**Section 4. Payment.** In consideration of the right to use the Hangar, Tenant agrees to the following payment terms:

A.	A. <b>Rent.</b> Tenant agrees to pay Landlord as monthly rent for Hangar, the sum of	
	(\$) ("Rent") in advance of or on the first day of each month. Rent	
paym	ents shall be made to the Indy South Greenwood Airport, 897 Airport Pkwy, Greenwood, IN 46143	
and s	hall reference payee as "Board of Aviation Commissioners."	

- C. **Proration.** If Tenant elects to occupy the Hangar before the monthly billing cycle begins, Tenant shall be responsible for payment of a prorated portion of the Rent set forth herein, as determined by the number of days remaining in the previous billing cycle ("**Proration**"). Said Proration shall be incurred as a fixed charge and shall be non-refundable. If Tenant elects to voluntarily terminate this Agreement after the date the monthly billing cycle begins, Tenant shall be responsible for the entire month's Rent as set forth in this Agreement, and no proration shall be given.
- D. **Incidental Charges.** Entry into this Agreement shall not entitle Tenant to any specific services of Airport personnel except necessary maintenance of the Hangar. Tenant shall be charged for all incidental services of Airport personnel ("**Incidental Charges**"), including, but not limited to, towing of aircraft, in amount as determined by the Airport's adopted Rates and Charges, as amended from time to time, which are incorporated herein. Incidental Charges shall be billed as fixed charges. Landlord shall provide Tenant with an invoice for any Incidental Charges incurred, which Tenant shall pay within thirty (30) days of receipt.
- E. Late Charges. There shall be added to all sums due the Landlord and unpaid, an interest charge of five percent (5%) of the delinquent charges, including Rent and any Incidental Charges, for each full month of delinquency, computed as simple interest. No interest shall be charged upon any account until payment is seven (7) days overdue, but such interest, when assessed thereafter, shall be computed from the due date.
- F. **Rent Increases.** Landlord may, from time to time, institute a Rent Increase for all hangars of a similar size and Rent charge. Should Landlord elect to institute such a Rent Increase, notice shall be provided to Tenant no less than sixty (60) days prior to expiration of the term. Tenant may provide notice of termination at the end of the Term, as set forth in Section 15 of this Agreement, or may elect to allow the agreement to automatically renew. If Tenant fails to elect provide notice of termination in writing, Tenant shall be deemed to have consented to the Rent Increase and shall be charged the increased Rent beginning with the next billing period following the date indicated in the notice.

- **Section 5. Rules and Regulations.** By execution of this Agreement, Tenant acknowledges having reviewed the Airport's Hangar Rules and Regulations and agrees to abide by all of the administrative rules and regulations promulgated from time to time by Landlord, including, but not limited to, rules adopted concerning the operation of the Hangar Area, and to comply with all laws concerning the Airport, including all FAA Regulations relating to safety and security. If any violation occurs at the Hangar or on Airport property, Tenant shall be strictly liable to reimburse the Landlord for the full amount of any fine, penalty or other financial loss resulting therefrom, including, but not limited to, consequential damages. A copy of the Rules and Regulations shall be made available to Tenant at the Airport's Terminal Building and upon written request.
- **Section 6.** Use of Hangar. Prior to execution of this Agreement, Tenant has had the opportunity to inspect the Hangar and hereby accepts the Hangar in its present condition. Tenant agrees to take good care of the Hangar and to return the same at the expiration of the term in as good condition as received, ordinary wear and tear and natural decay excepted. Tenant agrees to keep leased space clean, neat and free of debris and trash and will remove same from Airport property and dispose of properly. Tenant agrees to pay any and all damages incurred to the premises during the term of this Agreement resulting from any act, neglect, or negligence on the part of the Tenant or third party invitees of the Tenant. If destruction of Hangar, or any part thereof, proved to be without fault of the Tenant, shall occur during the term of this Agreement so as to make Hangar unfit for the purpose of storage of aircraft, Tenant may surrender and cancel this Agreement.
- A. The Hangar shall be for the private use of Tenant and shall not be used for any commercial purpose, including but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit. It is expressly agreed that no commercial activity will be allowed in the Hangar or any part thereof at any time by Tenant without a valid written agreement with the Greenwood Board of Aviation Commissioners. Tenant acknowledges that to operate a business at Indy South Greenwood Airport, the Tenant must abide by the rules and regulations set forth in General Aviation Minimum Standards adopted by the Greenwood Board of Aviation Commissioners.
- B. Tenant shall be allowed to perform maintenance on its aircraft, registered for the Hangar, of the kind and to the extent permitted by Federal Aviation Administration regulations. Tenant agrees that use of Hangar shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Rules and Regulations of Landlord. Tenant's exclusive use is restricted to the Hangar designated herein and does not apply to any ramp, apron or taxiway within the Hangar Area. All such ramps, aprons, or taxiways within the Hangar Area are common use areas available to all other users and tenants of the Airport. Tenant agrees that Tenant's aircraft shall not be parked or positioned in such common use areas so as to block, limit, or restrict the use of the ramps, aprons, taxiways, or hangars by other Airport tenants or users.
- C. Tenant may park an operable automobile within the Hangar only while the registered aircraft is in use and subject to any Parking Rules and Regulations issued by Landlord. Tenant shall not park any automobile outside of the Hangar or anywhere else on Airport property, except in the terminal parking area and other areas that do not block, limit, or restrict the use of the ramps, aprons, taxiways, or hangars by other Airport tenants or users ("Authorized Area"). Landlord shall have the right to remove any automobile at Tenant's expense that is parked outside of the Authorized Area.
- D. One (1) gate access card and one (1) key to the hangar door shall be issued by Landlord to each Tenant entering into this Agreement, subject to execution of a gate card release form. If Tenant is a corporate entity, Landlord may issue up to three (3) gate access cards and hangar door keys to Tenant's owners. Additional cards may be acquired for a non-refundable fee of \$25.00 per card. Replacement fee for lost or stolen cards will be \$100.00 and shall be non-refundable. There shall be no fee charged for the replacement of defective cards turned into Landlord. Additional keys may be acquired for a non-refundable fee per the BOAC adopted Schedule

of Rates and Charges. Tenant is prohibited from duplicating or transferring the access card and/or the hangar door keys without express written permission from Landlord. Upon termination of this Agreement, Tenant agrees to return all gate cards, keys, locks and other equipment furnished by Landlord or in the event of loss, to pay the full replacement value of same.

- E. Tenant will not refuel or allow to be refueled any aircraft while inside or partially inside the Hangar.
- F. Tenant shall not use Hangar to store boats, hang gliders, ultra-lights, inoperative and unregistered aircraft unless actively under construction or repair, utility trailers, automobiles, or any other objects foreign to the intended use of the Hangar. Incidental furniture, appliances, and small motorized equipment shall be permitted subject to the terms on this Agreement and so long as such items do not impair or interfere with the intended use of the Hangar.
  - G. Tenant shall not perform painting or "doping" operations of any kind within the Hangar.
- H. Tenant shall not be permitted to modify or alter any electrical circuits in any way without the written permission of the Landlord. Tenants shall be permitted to install and use approved engine heaters which have a combined maximum load of 4.9 amps or less. Space heaters shall not be used. The use of electrical service shall be limited to the 110 volt wall outlets. One (1) small refrigerator, not to exceed four (4) cubic feet in size, will be permitted. Use of the power source for door winch units is strictly prohibited. Landlord reserves the right to unplug or remove any item(s) which are deemed an electrical safety hazard. Landlord shall not be responsible for changing or providing light bulbs in the Hangar. The total maximum load from all equipment and appliances in the Hangar, including compressors and small refrigerators, shall not exceed 15 amps. Any unused electrical equipment must be unplugged.
- I. Tenant shall not be permitted to paint, modify or alter the Hangar structure in any way without the written permission of the Landlord. Any improvements or modifications shall become property of the Landlord, and the Landlord shall have the right to charge Tenant for the costs of removal of any unapproved modifications to the Hangar. Landlord shall have no obligation to perform any maintenance on any improvement or modification installed by Tenant.
  - J. Wet washing of aircraft shall not be permitted in Hangar or within the Hangar Area.
- K. Landlord reserves the right to change Tenant's Hangar to another one of equal quality to house the Tenant's airplane or airplanes. In the event Landlord desires to exercise said right, and upon receipt of notice, Tenant shall have thirty (30) days to comply with said request or voluntarily terminate this Agreement.
- L. As necessary to make repairs or other changes to the Hangar for purposes of safety, Landlord may require temporary relocation to another Hangar and/or tiedown of Tenant's aircraft for a reasonable period of time as is necessary to complete said repairs or changes. If repairs or changes to the Hangar are a direct result of Tenant's negligence, Tenant shall reimburse Landlord the full costs of said repairs or changes, regardless of whether said repairs or changes are completed by Airport personnel or a third party. Temporary relocation under these circumstances shall not constitute a change of Hangar under Section 6K of this Agreement.
- M. Tenant shall not use the Hangar for sleeping, washing clothes, cooking or the preparation, manufacture, or mixing of anything that might emit any odor or objectionable noises or lights onto adjacent properties. Tenant shall not do anything in the Hangar that will cause damage to the Hangar.

- **Section 7. Hangar Access.** Tenant shall be permitted twenty-four (24) hour access to the Hangar and reasonable ingress and egress thereto, except in exigent circumstances, wherein Landlord may restrict, limit, or deny access to the Hangar as required to protect the Airport and the health and/or safety of any user thereof.
- **Section 8. Conduct Prohibited.** Tenant shall follow all reasonable instructions of Airport personnel and shall not engage in intimidating, threatening or disorderly conduct that poses a safety risk to the Airport, Airport personnel, users, and/or other tenants or any other behavior that constitutes a safety risk. Violation of this provision may subject the Tenant to ejection and banning from Airport property and termination of this Agreement without refund of any Rent paid. Prior to ejection and termination of access to Airport property, Tenant will be provided written notice and an opportunity to appeal the decision to the Board of Aviation Commissioners.
- **Section 9. Visitors and Guests.** Tenant accepts full responsibility and liability for the actions and behavior of any guest or visitor to the Hangar for whom Tenant has granted access to Airport property. Tenant shall ensure that any guest, visitor, employee, and/or contractor hired by Tenant complies with all regulations on Hangar Use as set forth in this Agreement, the Rules and Regulations of the Airport, and all applicable local, state, and federal laws.
- **Section 10. Sublease/Assignment of Hangar.** Hangar shall not be sublet, for the term in whole or in part, assigned, transferred or set over by the act of Tenant, by process or operation of law or in any other manner whatsoever without the prior written consent of Landlord. The parking of aircraft not owned or leased by Tenant in the premises shall constitute a sublease under this Agreement and must be approved by the Landlord or Airport Manager in writing.
- **Section 11. Signs.** No signs, emblems, posters, or advertising shall be placed or erected on exterior of the Hangar without written consent of Landlord. Any interior signs, emblems, posters, or advertising shall be installed without damaging Hangar walls and/or ceiling and should not be visible from the exterior of the Hangar. Use of large nails, bolts, or other such holding devices is prohibited. Tenant shall repair any damage done to the walls and/or ceiling from installation of interior signs, emblems, posters, or advertising.
- **Section 12. Disclaimer of Liability.** Landlord hereby disclaims, and Tenant hereby releases and discharges Landlord from any and all suits, claims, judgments, allegations administrative actions, damages, cause of action and demands whether for any loss, property damage or bodily injury of any nature whatsoever sustained by Tenant, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage, or injury to the aircraft or other property of Tenant that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Landlord's sole and gross negligence. The parties hereby agree that under no circumstance shall Landlord, its respective directors, officers, agents, or employees be liable for any indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to loss of revenue or anticipated profits or other damage related to the leasing of the Hangar under this Agreement.
- **Section 13. Indemnification.** Tenant agrees to indemnify, release, and hold harmless the City of Greenwood, Indiana, its Board of Aviation Commissioners, and their respective officials, directors, officers, agents, and employees (collectively, "**Indemnified Parties**") from any liability—including, but not limited to, lost or stolen property of the Tenant, claims, suits, causes of action, demands, penalties, administrative actions, damages, judgments, fines, costs and Indemnified Parties' attorneys' fees—to persons or property resulting from or arising out of or in any way connected with Tenant's use or occupancy of Hangar. Indemnified Parties shall not be liable to Tenant for their failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond Indemnified Parties' control.

Section 14. Default. The following shall be considered "Events of Default": 1) failure to pay Rent within thirty (30) days after due date; 2) Tenant's neglect or failure to comply with the provisions of this Agreement, and if such neglect or failure shall continue for a period of 30 days; 3) the filing of a petition by Tenant under the federal bankruptcy act or any amendment thereto; 4) the commencement of a proceeding for dissolution or for the appointment of a receiver over the Tenant; 5) the making of an assignment for the benefits of creditors of the Tenant; or 6) any other event or activity which may allow for termination under any other section of this Agreement. In the Event of Default, Landlord shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Tenant from the Hangar. Landlord may dispose any such aircraft and/or property pursuant to Indiana Code Section 33-32-10-et al and/or any other applicable law or policy. If the Event of Default is nonpayment of Rent, Landlord may choose to lock or secure stored property inside Hangar until said rental payments have been satisfied, without being guilty of trespass, conversion, breach of peace, or forcible entry and detainer and Tenant expressly waives the service of any notice prior to trespass, forcible entry and seizure. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other remedy available to Landlord in law or equity. In the event it is necessary to use the services of attorneys and/or consultants, or should the members of the Board of Aviation Commissioners be required to expend time beyond normal meetings to obtain enforcement of any of the provisions of this Agreement or to obtain eviction or ejectment, Tenant shall pay all reasonable fees and expenses incurred therewith.

**Section 15. Voluntary Early Termination.** Landlord may terminate this Agreement upon sixty (60) days written notice if it deems such termination to be in the best overall interests of the Airport. Landlord may agree to accept an early termination of this Agreement from Tenant if Tenant provides at least thirty (30) days written notice and Landlord is able to rent the Hangar to another occupant immediately following the termination. If Tenant voluntarily terminates this Agreement prior to the end of the term, except as set forth in Section 4F of this Agreement, Tenant shall not be permitted to enter into an Agreement for any other of Landlord's hangars until January of the year following termination. Upon termination of this agreement, if Tenant has not removed the aircraft and all property from the premises, Tenant shall be charged a monthly rental fee equal to two months' rent for each month, or any portion thereof, that the property remains on the premises. Tenant moving to an available Hangar of equal or higher rent prior to expiration of the Lease's Term shall not be subject to any early termination penalties. Such Tenant shall enter into a new Lease reflecting the new Hangar and corresponding rent.

**Section 16. Inspections.** Tenant agrees that Landlord shall have the right to enter Hangar at any time for the purpose of making safety and maintenance inspections thereof and to take such actions and to make such repairs or alterations as are, in the sole discretion of the Landlord, desirable or necessary for safety and/or maintenance purposes, and to take such materials into or out of Hangar for the safe accomplishment of said purposes without any way being deemed guilty of actual or constructive eviction of Tenant. Whenever possible, Landlord shall provide notice to the tenant prior to such inspections.

Section 17. Hazardous Substances. The term "Hazardous Substance" shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, or contaminants that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or safety or the environment when improperly generated, used, stored handled, treated, discharged or disposed of. Tenant may store not more than a reasonable amount of aircraft lubricants and oil, provided that any such storage shall be limited to NFPA approved containers, or unopened original cans. Storage of gasoline, including automobile gasoline, is prohibited. Promptly upon written notice from Landlord or from any governmental entity with jurisdiction, Tenant shall remove from the Hangar (including without limitation the soil or water table thereof), at its own cost and expense, all Hazardous Substances for which Tenant is liable. Tenant shall be responsible for the clean up and remediation of all such Hazardous Substances. If it becomes necessary for the Landlord to remove, clean up or remediate any Hazardous Substances from the Hangar, Tenant shall be responsible to reimburse Landlord all costs incurred in such removal, clean up or remediation as set forth in the Schedule of Rates and Charges. Any such clean up shall be in conformance with all applicable

governmental rules and regulations. Any fine, penalty, claim, or costs incurred by, or made or assessed against Landlord regarding violations of this Section shall be paid by Tenant promptly after Landlord incurs the obligation to pay such amounts or determines that an assessment is owed and so notifies Tenant, including but not limited to, consequential damages.

**Section 18. Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the state of Indiana and the Greenwood Municipal Code. Any action brought under the terms of this Agreement shall be venued in Johnson County, Indiana.

**Section 19. Subordination.** This Agreement shall be subordinate to the provisions of any existing or future agreement between the Board of Aviation Commissioners and the United States, relative to the operations or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Board of Aviation Commissioners for federal funds for the development of the Airport.

**Section 20. Relationship of Parties.** The relationship between Tenant and the Landlord shall always and only be that of Tenant and Landlord. Tenant shall never at any time during the term of this Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or its agents. No bailments shall be created by this Agreement or by any actions of Tenant or Landlord except as required by law.

**Section 21. Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

Section 22. Notices. Notices to Landlord provided for herein shall be in writing and shall be sufficient if
sent by registered mail, postage prepaid, or hand delivered, addressed to Greenwood Board of Aviation
Commissioners, 300 S. Madison Avenue, Greenwood, Indiana 46142 with a copy to Corporation Counsel, 300
S. Madison Avenue, Greenwood, Indiana 46142 and notices to Tenant shall be in writing and shall be sufficient
if sent registered mail, postage prepaid, or hand delivered, addressed to:

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

**Section 23. Warranty of Ownership.** Any party, entity, or person of any legal status having an interest of any kind in the aircraft to be located in the Hangar must execute this Agreement. All parties executing this Agreement are bound jointly and severally by terms and conditions of this Agreement and are jointly and severally liable for any breach thereof.

**Section 24. Insurance.** The Tenant agrees to provide the Landlord a policy of comprehensive liability insurance. The policy, which shall cover Tenant's aircraft and all activities conducted by Tenant in connection with the Hangar, shall be issued by a company licensed to do business in Indiana and shall insure the Tenant against loss from liability in the amount of One Million and no/Dollars (\$1,000,000) for the injury or death of more than one person in any one accident; and in the amount of One Million and no/Dollars (\$1,000,000) for damage to property of others for any one accident. The City of Greenwood shall be named as an additional

insured on said policy and a copy of the endorsement showing the City of Greenwood added as an additional insured shall be provided to Landlord within sixty (60) days from the execution of this Agreement. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Agreement, unless another policy has been filed and approved pursuant to this section and is in full effect at the time of such cancellation or termination.

Section 25. No Liens Created. Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Hangar. No third person shall be entitled to any lien against the Hangar or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. Tenant is not the agent of Landlord so as to confer upon a laborer bestowing labor upon the leased property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased property, a construction lien upon Landlord's estate.

**Section 26. Documentation.** Concurrent with the execution of this Agreement, Tenant shall provide Landlord with a copy of a valid current photo identification and proof of ownership of all aircraft listed in Section 2 of this Agreement. Tenant shall ensure that current and updated copies of any documentation required by this Section are on file with Landlord at all times.

Section 27. Emergency Contact. In the event of an emergency involving Tenant, Landlord is authorized to contact the following individual(s):

Name	Telephone Number	Relation to Tenant
In addition to the notice Tenant via the following	2	ement, Tenant authorizes Landlord to contact
Cell Phone:		
Email:		
and warrants that he/she of the entity on whose be	is duly authorized and has legal capacity t	Each person signing this Agreement represents to execute and deliver this Agreement on behalf applicable:
and warrants that he/she of the entity on whose be Partners or Members wh	is duly authorized and has legal capacity the half he/she is signing.  ich will have access to hangar facilities, i	o execute and deliver this Agreement on behalf fapplicable:
and warrants that he/she of the entity on whose be Partners or Members whose Name:	is duly authorized and has legal capacity the half he/she is signing.  ich will have access to hangar facilities, it is not be accessed.  Name:	o execute and deliver this Agreement on behalf
and warrants that he/she of the entity on whose be Partners or Members who Name:	is duly authorized and has legal capacity the half he/she is signing.  ich will have access to hangar facilities, ione in the half have access to hangar facilities, ione in the half half half half half half half half	o execute and deliver this Agreement on behalf f applicable:
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Phone:

Phone:

Name	e:	Name:
	ess:	Address:
Phon	e:	
date f	first above written, at Greenwood, Ind	
CITY	Y OF GREENWOOD INDIANA, BOA	ARD OF AVIATION COMMISSIONERS
Ву:	a.	
	Signature	
	Printed	
	Airport Manager	
	Title	
	Date	
ΓEN	ANT	
Ву:	Signature	
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